

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Desiree Olachea,  
Plaintiff,

v.

Brentwood Union Free School District,  
Defendant.

Docket No.: 24-cv-0593 (JMA)(ST)

Honorable Steven L. Tiscione  
United States District Court  
Eastern District of New York  
100 Federal Plaza  
Central Islip, New York 11722

Date: July 29, 2025

\*\*\* Filed \*\*\*  
04:26 PM, 05 Aug. 2025  
U.S.D.C., Eastern District of New York

Re: Rule 60(b) Motion to Reconsider and Remove Attorney Lien

Dear Judge Tiscione:

I, Desiree Olachea, Plaintiff in the above-referenced matter, respectfully submit this motion pursuant to Federal Rule of Civil Procedure 60(b) to request that the Court reconsider and remove the attorney lien that

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has been placed on my case.

There are several grounds for this request:

1. Separate Retainers for Separate Matters:

I signed two separate retainers with Attorney Stewart Karlin's firm.

- The first retainer, for my federal discrimination case, required a flat fee of \$5,000.
- The second, unrelated retainer was for representation in a New York State 3020-a disciplinary hearing, for which I was charged \$7,500, covering two hearing days, with an additional \$2,500 per day if the hearing extended beyond that.

Importantly, the 3020-a retainer does not include any provision entitling the attorney to a portion of any settlement, and therefore should not support any claim for a lien on the settlement amount.

2. Lack of Adequate Legal Representation:

During the 3020-a proceeding, the law firm did not assist me adequately. I was forced to hire a separate education advocate, at my own expense, who assisted me throughout the disciplinary hearing. In effect, the services for which I paid the firm were not fully rendered.

3. Failure to Appear in Federal Proceedings:

In the federal case, the attorneys failed to appear for a court-ordered conference, which I believe demonstrates neglect and further supports the argument that the firm did not meaningfully represent me in that matter.

In light of these facts, I respectfully request that the Court remove the lien placed by Mr. Karlin and his firm on my case, as it is unsupported by the relevant agreements and the actual legal services provided.

Thank you for your attention and consideration.

Respectfully submitted,

/s/ Desiree Olachea

Desiree Olachea

Plaintiff, pro se

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**STEWART LEE KARLIN LAW GROUP, P.C.**

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Education Law and Commercial Litigation**

**CONTRACT FOR REPRESENTATION**

I, **DESIREE OLAECHEA** (hereinafter, "the Client"), do hereby retain the services of **STEWART LEE KARLIN LAW GROUP, P.C.** (hereinafter "the Attorney") to represent me in connection with a 3020-a hearing with the Brentwood School District.

This is a flat fee contract for representation of \$7,500.00. In the event this matter goes longer than two hearing days, each day beyond two days is payable at \$2,500.00 per day. This retainer does not take effect until receipt of \$5,000.00 by the Attorney. The balance of \$2,500.00 is due one week prior to the pre-hearing conference. If the Client fails to pay the retainer fee in full, the attorney has an unconditional right to withdraw as counsel.

The Client will be responsible for the payment of costs and expenses incurred by the Attorney in the investigation and prosecution of such claims. Such expenses and costs may also include retaining expert witnesses or private investigators whose services may be necessary to adequately prosecute the Client's claims. If the retention of an expert witness or private investigator is necessary, the Client will pay the cost of the services directly to the provider.

Should a dispute arise concerning attorney fees, the Client may have a right to arbitrate fee disputes with the New York State Fee Dispute Resolution Program, which is binding upon both attorney and client.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
**STEWART LEE KARLIN, ESQ.**

\_\_\_\_\_  
**DESIREE OLAECHEA**

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_



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**CONTRACT FOR REPRESENTATION**

I, **DESIREE OLAECHEA** (hereinafter, "the Client"), do hereby retain the services of **STEWART LEE KARLIN LAW GROUP, P.C.** (hereinafter "the Attorney") to represent me in a federal lawsuit for discrimination based on disability discrimination (failure to accommodate) against the Brentwood Union School District.

This retainer is a flat fee of \$5,000.00 plus the contingency set forth below. The initial payment of \$1,500 is due upon the signing of this retainer. This retainer does not take effect until receipt of the initial retainer payment. The balance of \$3,500 will be paid in \$500 monthly installments, beginning May 1, 2023, and due on the first of each month thereafter. The Attorney has the right to immediately withdraw his representation if timely payments are not made by the Client.

Only in the event of a recovery, the Client will be responsible for the payment of costs and expenses incurred by the Attorney in the investigation and prosecution of the Client's claims. Such expenses and costs may include costs of deposition transcripts, court reporter fees witness fees, filing fees, courier fees, process server fees, photocopying, facsimiles, and overnight mail.

However, expenses and costs may also include retaining expert witnesses whose services may be necessary to adequately prosecute the Client's claims. The cost of an expert will be paid directly by the Client as the cost is incurred.

If there is a recovery, the fee for the professional services of the Attorney will be the greater of that amount awarded by the Court (to be paid by the Defendants), or that amount determined according to the following schedule: **ONE THIRD OF THE AMOUNT RECOVERED PLUS THE RETAINER PAID.**

**ACCEPTED AND AGREED:**

**STEWART LEE KARLIN, ESQ.**

**DATED:** 03/16/2023

  
**DESIREE OLAECHEA**

**DATED:** March 11, 2023